

In re:
Allen Baxter, III
Debtor

Case No. 19-16493-amc
Chapter 13

District/off: 0313-2
Date Rcvd: Jul 26, 2021

User: admin
Form ID: pdf900

Page 1 of 2
Total Noticed: 1

The following symbols are used throughout this certificate:

Symbol Definition

- + Addresses marked '+' were corrected by inserting the ZIP, adding the last four digits to complete the zip +4, or replacing an incorrect ZIP. USPS regulations require that automation-compatible mail display the correct ZIP.

Notice by first class mail was sent to the following persons/entities by the Bankruptcy Noticing Center on Jul 28, 2021:

Recip ID	Recipient Name and Address
db	+ Allen Baxter, III, 6923 Greenway Avenue, Philadelphia, PA 19142-1117

TOTAL: 1

Notice by electronic transmission was sent to the following persons/entities by the Bankruptcy Noticing Center.
Electronic transmission includes sending notices via email (Email/text and Email/PDF), and electronic data interchange (EDI).

NONE

BYPASSED RECIPIENTS

The following addresses were not sent this bankruptcy notice due to an undeliverable address, *duplicate of an address listed above, *P duplicate of a preferred address, or ## out of date forwarding orders with USPS.

NONE

NOTICE CERTIFICATION

I, Joseph Speetjens, declare under the penalty of perjury that I have sent the attached document to the above listed entities in the manner shown, and prepared the Certificate of Notice and that it is true and correct to the best of my information and belief.

Meeting of Creditor Notices only (Official Form 309): Pursuant to Fed .R. Bank. P.2002(a)(1), a notice containing the complete Social Security Number (SSN) of the debtor(s) was furnished to all parties listed. This official court copy contains the redacted SSN as required by the bankruptcy rules and the Judiciary's privacy policies.

Date: Jul 28, 2021

Signature: /s/Joseph Speetjens

CM/ECF NOTICE OF ELECTRONIC FILING

The following persons/entities were sent notice through the court's CM/ECF electronic mail (Email) system on July 26, 2021 at the address(es) listed below:

Name	Email Address
DANIEL P. JONES	on behalf of Creditor LOANDEPOT.COM LLC djones@sterneisenberg.com, bkecf@sterneisenberg.com
DAVID M. OFFEN	on behalf of Debtor Allen Baxter III dmo160west@gmail.com, davidoffenecf@gmail.com;offendr83598@notify.bestcase.com
JACK K. MILLER	on behalf of Trustee WILLIAM C. MILLER Esq. philaecf@gmail.com, ecfemails@phl3trustee.com
JEROME B. BLANK	on behalf of Creditor LOANDEPOT.COM LLC paeb@fedphe.com
JOSHUA DOMER	on behalf of Creditor City of Philadelphia joshua.domer@phila.gov karena.blaylock@phila.gov
MARIO J. HANYON	on behalf of Creditor LOANDEPOT.COM LLC wbefcf@brockandscott.com, wbefcf@brockandscott.com

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REBECCA ANN SOLARZ

on behalf of Creditor MIDFIRST BANK bkgroup@kmlawgroup.com

THOMAS YOUNG.HAE SONG

on behalf of Creditor LOANDEPOT.COM LLC paeb@fedphe.com

United States Trustee

USTPRRegion03.PH.ECF@usdoj.gov

WILLIAM C. MILLER, Esq.

ecfemails@ph13trustee.com philaecf@gmail.com

WILLIAM C. MILLER, Esq.

on behalf of Trustee WILLIAM C. MILLER Esq. ecfemails@ph13trustee.com, philaecf@gmail.com

TOTAL: 11

**IN THE UNITED STATES BANKRUPTCY COURT
FOR THE EASTERN DISTRICT OF PENNSYLVANIA**

Allen Baxter III	<u>Debtor(s)</u>	CHAPTER 13
MIDFIRST BANK	<u>Movant</u>	NO. 19-16493 AMC
vs.		
Allen Baxter III	<u>Debtor(s)</u>	
William C. Miller Esq.	<u>Trustee</u>	11 U.S.C. Section 362

STIPULATION

AND NOW, it is hereby stipulated and agreed by and between the undersigned as follows:

1. The post-petition arrearage on the mortgage held by the Movant on the Debtor's residence is **\$1,786.94**, which breaks down as follows;

Post-Petition Payments:	December 2020 through January 2021 at \$234.92/month
	February 2021 through July 2021 at \$233.89/month
Suspense Balance:	(\$86.24)
Total Post-Petition Arrears	\$1,786.94

2. The Debtor(s) shall cure said arrearages in the following manner;
 - a). Within seven (7) days of the filing of this Stipulation, Debtor shall file an Amended Chapter 13 Plan to include the post-petition arrears of **\$1,786.94**.
 - b). Movant shall file an Amended or Supplemental Proof of Claim to include the post-petition arrears of **\$1,786.94** along with the pre-petition arrears;
 - c). The new 410A form for a Proof of Claim shall not be required for this Amended or Supplemental Proof of Claim.

3. Beginning with the payment due August 1, 2021 and continuing thereafter, Debtor shall pay to Movant the present regular monthly mortgage payment of \$233.89 (or as adjusted pursuant to the terms of the mortgage) on or before the first (1st) day of each month (with late charges being assessed after the 15th of the month).

4. Should debtor(s) provide sufficient proof of payments (front & back copies of cancelled checks and/or money orders) made, but not credited, Movant shall adjust the account accordingly.

5. In the event the payments under Section 3 above are not tendered pursuant to the terms of this stipulation, the Movant shall notify Debtor(s) and Debtor's attorney of the default in writing and the Debtors may cure said default within FIFTEEN (15) days of the date of said notice. If Debtor(s) should fail to cure the default within fifteen (15) days, the Movant may file a Certification of Default with the Court and the Court shall enter an Order granting the Movant relief from the automatic stay.

6. The stay provided by Bankruptcy Rule 4001(a)(3) is waived.

7. If the case is converted to Chapter 7, the Movant shall file a Certification of Default with the court and the court shall enter an order⁷ granting the Movant relief from the automatic stay.

8. If the instant bankruptcy is terminated by either dismissal or discharge, this agreement shall be null and void, and is not binding upon the parties.

9. The provisions of this stipulation do not constitute a waiver by the Movant of its right to seek reimbursement of any amounts not included in this stipulation, including fees and costs, due under the terms of the mortgage and applicable law.

10. The parties agree that a facsimile signature shall be considered an original signature.

Date: July 20, 2021

/s/Rebecca A. Solarz, Esq.

Rebecca A. Solarz Esq.
Attorney for Movant

Date: July 23, 2021

/s/ David M. Offen, Esquire

David M. Offen Esq.
Attorney for Debtor(s)

**No objection to its terms,
without prejudice to any of
our rights and remedies*

Date: July 26, 2021

/s/ Jack Miller, Esquire, for*

William C. Miller Esq.
Chapter 13 Trustee

Approved by the Court this ____ day of _____, 2021. However, the court retains discretion regarding entry of any further order.

Date: July 26, 2021



Bankruptcy Judge